G. R. S. IX-5]

Previous references. 1896-97

~~191~~

(L 2)

Later references.

File No. 74

Serial Nos. 2

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1—2.

Major ~~Part~~ B for January 97.

SUBJECT.

Refusal in favor of Syed Jalal of Hulijan

Tendered 98/-

Commercial 1/3

W D 88—GPB—50,000—24-7-16

~~CHIEF~~ SECRETARY'S OFFICE.

REVENUE BRANCH.

OFFICE NOTE.

SUBJECT. Regarding the Refund of Rs 40-8-0 recommended in favour of one Syed Jalal of Hukeri in the Belgaum Taluk Tauli.

LAST REFERENCE. Letter No. 467 dated 28th March 1910 from the Dy Commissioner of the Belgaum District.

The Deputy Commissioner recommends the above refund on the ground that the amount which was recovered from Syed Jalal as deposit on the sale of Survey No 50/2 situated to Marewadi Village in the Hukeri Taluka District is irregular from the Ghataprabha Reservoir, was erroneously credited

in the Treasury Accounts
on the 13th June 1896 and
that the said sum has been
received, the deposit is
repayable to the applicant.
2. The facts of the case
are as follows. —
3. The amount in question
was not recovered from
Lyell Gold at the time of
sale as stated by the Informant
but seems to have been
paid by him on 1/4th deposit
of the value of the land
as fixed by the Auction,
though this realization was
subsequently ordered by the
Commissioner to be taken
on the upset price of the land
which was ordered to be
sold by public auction.
4. When Lyell Gold
applied for the land,
it was sold by public auction
the highest bid being £1 20.
The Auctioneer has not

Satisfied with the amount
received at the sale &
thereafter acted upon
the opposite ~~to~~ letter
the case stating to pay
at the rate of Rs 4/- per
cent or Rs 62-4-0 on acct.
The opposite readily
consented to pay the
amount and even deposited
Rs 49-3-0 being 1/4 th
the value then fixed by
the Circular, but under
any conditions as to
forfeiture ~~yet~~ yet subject to
his securing the bonds
on the approval of the
Commissioner. The
Circular accordingly
reported the matter to the
Commissioner, when
the latter gave ~~received~~
the sale of the land, stating
an upset price, the value
offered by the opposite party.
No bidders were forthcoming

found a larger number of Date trees on the land than those shewn in the first statement, and that in selling the land, the Sheikdar was not guided by the Phod statement which was not with him but had to sell the same as pointed out by the Village Patel & Shanbhog. As however, it was necessary to reserve the land containing Date trees and as the applicant also ~~willing to~~ had no objection to the exclusion of the land containing Date trees from the grant, the Amildar solicited instructions as to whether the land might be newly subdivided and sold or whether the sale already held might be confirmed. The

Amildar, however considered that the price offered by the applicant was fair but stated* that the balance of the purchase money had not been paid by Syed Jalal.

7. The Commissioner without ascertaining the real circumstances under which the amount was paid by Syed Jalal, ordered that he (the said Syed Jalal) having failed to pay the balance of the purchase money within 15 days from the date of sale, the deposit should be credited to Government and steps taken to subdivide the land & to exclude date trees therefrom when fresh applications are received for the same.

Syed Jalal's applications for being put in possession

Note.

* The Amildar subsequently reported that Syed Jalal paid the balance on the 22nd April/96 instead of on the 12th idem which was the due date.

dt. the 2nd date which
was held on the 28th
March 1936 requiring the
applicant Lyal Jalal,
who was then living
to take up the land for
Rs. 162-4-0 once fixed by
the Committee for the land.

~~On the said date~~
5. From the remark
on the said receipt made by
the Patel to the effect that
the amount already paid
by the applicant was into
him, it is clear that Lyal
Jalal did not for the
first time pay the amount
or ¼ th deposit on account
of the price of the land, but
had paid the same ~~and~~
or ¼ th value of the land
as fixed by the Committee
But the formality of sale was observed -
6. In refuting the
above facts, the Committee
for the first time ~~reports~~
stated that on enquiring
the Phod Statements, we

of the land being of
no avail, he had to
apply through his Pleader
for the land or for the
refund of the money
paid by him not under
any condition of sale
but as part of the noise
price by the Assistant.

9. Upon this information
being received by me an order for crediting
the amount to Govt.
and has now solicited
sanction to the refund
of the same.

10. Report for
consideration is that
the proceedings in this
case have been conducted
in a satisfactory manner,
having regard to the
fact, that the land was
applied for by Syed Jaisal
for a trade portion
of the lands under the

which the proceedings have been recorded in detail. As there were no higher bids than that of Jalal, the sale was closed in his name.

He was bound by the conditions of the sale to pay the balance of the purchase money within 15 days.

The Defendants' order of 25.5.96 (Paper no 30) requiring forfeiture of the deposit was therefore correct.

In paper no: 34 Jalal admits that he was purchased the land at sale for Rs 162/4 & that he having paid the deposit.

In paper no: 52, Jalal repudiates the fact of his having obtained the land at sale - that
- of upon the Dr con

orders the refund of the deposit as the sale had been cancelled. But in cancelling the sale we had ordered that the deposit should be forfeited to Govt.

The point is — whether the refund should be sanctioned.

Mr Secretary

Shortly after the sale, the question arose whether a out-of the land sold, the portion containing dutt trees should not be reserved. Till this was settled, Syed Jalal was not bound to pay the balance of purchase money. As a matter of fact, the exclusion of the aforesaid portion was subsequently ordered. For what remained, Syed Jalal was declared not bound to pay the price fixed for the whole land. The refund re-

seems therefore reasonable. This may be sanctioned & the Dy Comr asked to release the portion required for excise purposes, & resell the rest of the land.

David Brady

6-1-97

RJ 6/1/97

For the moment the boundaries were not marked out. The sale was conducted even without knowing the boundaries of the land sold - Such cases will lead to complications & should be avoided

8/1/97

9-1-97

Drafted
RJ
15/1/97

12

No 467
Revenue file

Tiptur District
Deputy Commissioner's Office.
Tiptur 23rd November
1896

To

The Secretary to the Govern-
-ment of Mysore. General
and Revenue Department.

Sir,

I have the honor to sub-
mit herewith for sanction a bill
for refund of Rupees 40-8-
to one Syed Jalal of Huliyar
in the Chikanayakenhalli Taluk,
and to state that this amount
was recovered from him as de-
posit at the sale of Survey No $\frac{50}{2}$
attached to Marenadu Village
in the Huliyar Sub Taluk, and
was erroneously credited in the
Treasury Accounts on the 18th June
1896. As the sale of the land has
been cancelled, the deposit money
recovered

Bosambanné Reservoir
which are yet to be
thrown open for cultivation.
Intended Sale.

23/12/96

Paper no. 16 is the notice of 2d. Sale. Syud Jalal has also signed it. The Conditions are set forth therein clearly. Syud Jalal is stated to have been the bidder upto Rs. 162

In paper no. 9, the Dy Asst Com when fixing the value per acre at Rs 4/- mentioned the condition that the full amount should be paid within 15 days. Accordingly the deposit Rs 40/8 was paid & a note to that effect made on the first sale list (paper no. 8) under date the 18th Sept 1895.

Paper no. 21 is the second sale list-

in

Read:—

Letter No 467 dated 23d November 1896 from the Dy Commr, Tumkur District Submitting for Sanction a refund bill for Rs. 40-8 in favor of one Syed Jalal of Huliyar in the Chiknaikanhalli Taluk.

Order thereon No 6379-80 Fl: 540 dt 19-1-97

The facts of the case are:— On the 20th Aug: 1895, Jalal applied for Khâd No. 2 of Survey No. 50 measuring 40A-21G in the Marénadu village, Huliyar Sub Taluk. After due publicity of the usual notice, the Sale was held by the Sheikdar on the 15th Septr 1895, and the land was Knocked down to the applicant who bid (Rs. 120)

Sr I & V.P.
D 22/2/97
Leave has been accorded to Rendered case
19-1-97

was the highest. The Dy
Amildar not having been
satisfied with the result of the Sale
~~for~~, observed that if Fatal
Saib agreed to pay Rs. 162/4/-
for the land at Rs. 4 per acre,
one-fourth of it might be the amount
taken from him as deposit
~~money~~, he being allowed
to pay the balance on the
5th day from the date of sale,
that the matter would be
reported for the approval
of the Dy Commr. When this
was made known to him
on the 18th Sept., he agreed to
the Dy Amildar's proposal
and ~~accordingly~~ paid Rs.
40-8-0 to the Patel, ~~Ramaji~~
The Dy Commr, on receipt
of the Dy Amildar's report, ~~[illegible]~~
observed that, under para
22 of Rule XX of the L.R. Rules, Mere all no question
the Sale should have been
held by the Dy Amildar. He

access therefore reasonable. This may be sanctioned & the Dy Comr asked to release the portion required for access purposes & resell the rest of the land.

Dated 2nd Oct

6-1-97

RE 6 Pm
6/1/97

Vs Also comment the observations in which this sale was conducted even without knowing the boundaries of the land sold - Such circs will lead to complications & should be avoided

MMS
8/1/97

Agree for Draft
M 9/1/97

L
9-1-97

Drafted
RB
15/1/97

2/ 3

received from Agent Zalid has to be referred to him -

2. The various records connected with the case are herewith submitted for further reference and Affidavit return herein no longer required -

I have the honor to be Sir,

Your most Obt. Servant.

Nur Ahmad Shah
Deputy Commissioner

the same date, but before the receipt of the Dy Commrs above order, the Auditor reported that Jalal Sahib had paid the balance of purchase money on the 22d April 1896. After some further correspondence, the Dy Commr on the 4th June 1896 directed that his order of 25th May 1896 should be carried out. The deposit money was accordingly credited to Treasury on the 23d June 1896.

2. Now on the application of Jalal Sahib asking for possession of land, which he denied having obtained at the Sale, or for the return of the money, paid by him the Dy Commr recommends the refund of the deposit amount on the ground that the cancellation

the Sale. 19

3. Govt observe that the question whether, out of the land Sold, the portion containing date trees should not be reserved, arose shortly after the 2d Sale, and that till this was Settled. Syed Jalal was not bound to pay the balance of the purchase money. As a matter of fact, the exclusion of the aforesaid portion was subsequently ordered, and for what remained, Syed Jalal was, certainly, not bound to pay the price fixed for the whole land. Under these circumstances, the refund bill for Rs. 40-8-0 is Sanctioned, and passed on to the Comptr for audit.

4. The Dy Commrs attention

and therefore decided to
hold a re-Sale starting
with Rs. 162-4-0 as the first
bid of Jalal Sahib. The re-Sale
was accordingly held on the
28th March 1896 & there were
no bidders except Jalal
Saib and consequently the
Sale was closed in his favour.
This result was finally reported to
the Dy Commr on the 19th April
1896, and the Amildar further
stated that Jalal
Saib did not pay the
balance of purchase money
on the 15th day, ie, 12th April 96,
that the land contained a
greater number of date &
other trees than was
mentioned at the first Sale,
the reason being that the
Shetidar, who had the first
statement with him to
show the exact boundary
of the land, at the time of his

Dy ?

inspection, had merely numbered the trees as shewn to him by the Skanlaque & the Patel. [illegible] Solicited instructions as to whether the land might be Sub-divided again & the portions containing date trees excluded therefrom, to which Jalal Saib had no objection, or whether the Sale might be confirmed. He observing that said Jalal Saib had failed to pay the balance of purchase money on the prescribed date, the Dy Comm^r cancelled the Sale on the 20th May 1896 and directed, that the deposit money [illegible] be credited to the Treasury & that on receipt of fresh application for the land, a Subdivision may be made excluding the portions occupied by date trees. On

10

is drawn to the Lease -

- manner in which the
Sale was conducted ~~was taken place~~ even
without knowing the
Contains of the Landlord
Such ~~circumstances~~ (Negligence) as could
lead to complications &
should be avoided -

5. The Dy Commr is re-
- quested to reserve the
~~Sections of~~ the land re-
- quired for Excise purposes,
and resell the rest in
due course

LL
17/1/97

Secretary

DD
15/1/97

LL
16/1/97

Lo.

The Commr.
Landlord
returning the newspapers
Comply with the bill

May not be printed

Yes - LL 17/1/97

1896-97

GOVERNMENT OF MYSORE

FINANCIAL

PROCEEDINGS

Dated 19th January 1897

No. 6379-80
Fl. 540

Sanctioning, with certain remarks, a refund bill for Rs. 40-8-0 in favor of one Syed Jalal of Huliyar, Chiknayakanhalli taluk, being the deposit money paid by him for certain land in the Huliyar sub-taluk, the sale of which was subsequently cancelled.

M.G.C.P.B.—1.2.97—190

READ :—

Letter No. 467, dated 25rd November 1896, from the Deputy Commissioner, Tumkur district, submitting, for sanction, a refund bill for Rs. 40-8-0, in favor of one Syed Jalal of Huliyar in the Chiknayakanhalli taluk.

No. 6379-80—Fl. 540, DATED, BANGALORE, 19TH JANUARY 1897.

ORDER THEREON.—The facts of the case are:— On the 20th August 1895, Syed Jalal applied for Phod No. 2 of S. No. 50 measuring 40 acres and 21 guntas in the Marenadu village, Huliyar sub-taluk. After due publication of the usual notice, the sale was held by the Shekdar on the 15th September 1895, and the land was knocked down to the applicant, whose bid (Rs. 120) was the highest. The Deputy Amildar, not being satisfied with the result of the sale, observed that if Syed Jalal agreed to pay Rs. 162-4-0 for the land at Rs. 4 per acre, one-fourth of the amount might be taken from him as deposit, he being allowed to pay the balance on the 15th day from the date of sale, and that the matter would be reported for the approval of the Deputy Commissioner. When this was made known to him on the 18th September, Syed Jalal agreed to the Deputy Amildar's proposal and paid Rs. 40–8–0 to the patel. The Deputy Commissioner, on receipt of the Deputy Amildar's report, held that, under para 22 of Rule XX of the Land Revenue Rules, the sale in question should have been held by the Deputy Amildar. He, therefore, directed the Deputy Amildar to hold a re-sale, starting with Rs. 162-4-0 as the first bid of Syed Jalal. A re-sale was held on the 28th March 1896, with the result that there were no bidders except Syed Jalal, in whose name the sale accordingly was closed. This result was finally reported to the Deputy Commissioner on the 19th April 1896, and the Deputy Amildar further stated that Syed Jalal did not pay the balance of purchase money on or before the 15th day, *i. e.*, 12th April 1896, that the land contained a larger number of date and other trees than the number mentioned in the record of the first sale, the reason for the difference being that the shekdar, who had no phod statement with him to show the exact boundary of the land, at the time of his inspection, had merely numbered the trees as shown to him by the shanbhog and the patel. Under these circumstances, the Deputy Amildar solicited instructions as to whether the land might be subdivided again and the portions containing date trees excluded—a course to which Syed Jalal had no objection—or whether the sale might be confirmed. In observing that Syed Jalal had failed to pay the balance of purchase money on the prescribed date, the Deputy Commissioner cancelled the sale on the 25th May 1896, and directed that the deposit money paid by him be credited to the Treasury, and that on receipt of fresh applications for the land a subdivision be made excluding the portions occupied by date trees. On the same date, but before the receipt of the Deputy Commissioner's above order, the Deputy Amildar reported that Syed Jalal had paid the balance of purchase money on the 22nd April 1896. After some further correspondence, the Deputy Commissioner directed on the 4th June 1896, that his order of 25th May 1896 should be carried out. The deposit money was accordingly credited to the Treasury on the 23rd June 1896.

2. Syed Jalal having since asked either for possession of the land, or for the return of the money paid by him, the Deputy Commissioner recommends the refund of the deposit amount on the ground of cancellation of the sale.

3. Government observe that the question whether, out of the land sold, the portion containing date trees should not be reserved, arose shortly after the 2nd sale, and that till this was settled, Syed Jalal was not bound to pay the balance of the purchase money. As a matter of fact, the exclusion of the aforesaid

portion was subsequently ordered, and for what remained, Syed Jalal was, certainly, not bound to pay the price fixed for the whole land. Under these circumstances, the refund bill for Rs. 40-8-0 is sanctioned, and passed on to the Comptroller for audit.

4. The Deputy Commissioner's attention is drawn to the loose manner in which the sale was conducted, even without knowing the boundaries of the land sold. Such irregularities are calculated to lead to undesirable complications and should be avoided.

5. The Deputy Commissioner is requested to reserve so much of the land as may be required for Excise purposes and re-sell the rest in due course.

C. SREENIVASIENGAR,
Secy. to Govt., Gen. & Rev. Depts.

To—The Deputy Commissioner, Tumkur District, returning the vernacular papers.
The Comptroller to Mysore Government, with the bill.

Exd.—H.A.R.